

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	No. 06-00020-08-CR-W-GAF
)	
v.)	
)	
AMBROSE WOTORSON,)	
)	
Defendant.)	

PLEA AGREEMENT

Pursuant to Rules 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below enter into the following Plea Agreement:

1. The Parties. The parties to this agreement are: (a) the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by Todd P. Graves, United States Attorney for the Western District of Missouri, and Gene Porter, Senior Litigation Counsel for said District, and (b) the defendant, Ambrose Wotorson ("the defendant"), represented by James F. Speck of Kansas City, Missouri.

Defendant understands and agrees that this Plea Agreement is only between defendant and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. **Defendant's Guilty Plea.** Defendant agrees to and hereby does plead guilty to Count One of the indictment charging him with health care fraud, in violation of 18 U.S.C. § 1347. By entering into this Plea Agreement, the defendant admits that he knowingly committed this offense and is in fact guilty of this offense. Pursuant to Count Sixteen of the indictment, defendant also agrees to forfeit to the United States certain property, as described in Paragraph 9 of this agreement, which property is a substitute for proceeds derived from the health care fraud charged in Count One.

3. **Factual Basis for Guilty Plea.** The parties agree that the facts constituting the offense to which defendant is pleading guilty are as follows:

Defendant admits that the facts and allegations set forth in Count One of the indictment are true and correct. Defendant further admits that as part of a scheme to defraud Medicare, he falsely and fraudulently signed Certificates of Medical Necessity for Medicare beneficiaries certifying that the beneficiaries were eligible to receive a motorized wheelchair from Medicare when, in truth and in fact as he well knew at the time, the Medicare beneficiaries were not medically eligible to receive a motorized wheelchair of any type from Medicare. Defendant further admits that other members of the fraud scheme provided him with cash payments and kickbacks that he took in exchange for providing them with the false and fraudulent Certificates of Medical Necessity he completed. The defendant further admits that the loss associated with the scheme to defraud Medicare was in excess of \$1,000,000.00 (One Million

dollars) but acknowledges that the loss could be in excess of \$2,500,000.00 (Two Million Five Hundred Thousand dollars).

4. Use of Factual Admissions. Defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this Plea Agreement will be used for the purpose of determining his guilt and the advisory sentencing range under the United States Sentencing Guidelines (“U.S.S.G.”), including calculation of the defendant’s offense level in accordance with U.S.S.G. § 1B1.3. Defendant acknowledges, understands and agrees that the conduct charged in the dismissed counts of the indictment as well as all other uncharged related criminal activity will be considered “relevant conduct” pursuant to U.S.S.G. § 1B1.3, or part of the “offense of conviction” pursuant to U.S.S.G. § 1B1.2, and will be used to calculate the offense level for the charge to which he is pleading guilty.

5. Maximum Statutory Penalties. Defendant understands that upon his guilty plea to Count One of the indictment charging him with health care fraud, the Court could impose a sentence of imprisonment of ten years, a fine of \$250,000.00, or both. The defendant further understands that the Court may impose up to three years of supervised release, and enter an order of restitution. Defendant further understands that the Court must impose a mandatory special assessment of \$100.00 which defendant agrees to pay in full at the time this Plea Agreement is presented to the Court. Defendant further understands that the offense to which he is pleading guilty is a Class C felony.

6. **Sentencing Procedures.** Defendant acknowledges, understands and agrees to the following:

- a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are merely advisory, and the Court may impose a sentence either less than or greater than the defendant's advisory guideline sentencing range, so long as the sentence imposed is "not unreasonable";
- b. the Court will determine the defendant's advisory guideline sentencing range at the time of sentencing;
- c. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to three years and the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;
- d. if the defendant violates a condition of his supervised release, the court may revoke his supervised release and an additional period of imprisonment of up to two years may be imposed, without credit for time previously spent on supervised release, and that in addition to a new term of imprisonment, the Court may impose a new period of supervised release, the length of which cannot exceed three years, less the term of imprisonment imposed upon revocation of the defendant's first supervised release;
- e. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the advisory guideline sentencing range;
- f. any sentence of imprisonment imposed by the Court will not allow for parole;
- g. the Court may order restitution to be paid to victims of the offense to which defendant is pleading guilty, the conduct charged in any dismissed counts of the indictment, and all other uncharged related criminal activity. Defendant understands and agrees that the United States may use the Federal Debt Collection Procedures

Act and/or any other remedies provided by federal law to enforce any restitution order that may be entered as part of his sentence;

h. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the guideline sentencing range offered by the parties or the United States Probation Office; and

i. the defendant may not withdraw his guilty plea solely because of his dissatisfaction with the nature or length of the sentence imposed by the Court.

7. Preparation of Presentence Report. Defendant understands the United States will provide to the Court and the United States Probation Office a Government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of his criminal activities. Defendant understands these disclosures are not limited to the count to which the defendant has pled guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel and correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this Plea Agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

8. Government's Agreements. Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this Plea Agreement, agrees not to bring any additional charges against

defendant for any federal criminal offenses related to defendant's conduct in a scheme to defraud Medicare related to motorized wheelchairs for which the Western District of Missouri has venue and which occurred during the years 2002 through 2005.

Defendant understands and agrees that this Plea Agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

Defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this Plea Agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. Defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. Defendant expressly waives his right to assert a statute of limitations defense if the dismissed or additional charges are initiated against him following a breach of this agreement. Defendant further understands and agrees that if the Government elects to file additional charges against him following his breach of this Plea Agreement, he will be bound by his guilty plea and will not be allowed to withdraw his guilty plea.

9. **Cooperation.** Defendant agrees to cooperate fully and truthfully with law enforcement agents investigating criminal activity in the Western District of Missouri and elsewhere. That cooperation includes providing full, complete, and honest statements regarding his knowledge of such activity; actively cooperating in corroborating the information he provides; and testifying fully and truthfully if called as a witness before any Grand Jury, any trial, or any other related proceeding. In particular, the defendant agrees:

- a. to provide truthful, complete, and accurate information and testimony in the trial of this matter or in any related hearing;
- b. to provide all information concerning his knowledge of, and participation in, the offenses charged in the indictment, and any other crimes about which he has knowledge;
- c. to submit to a polygraph examination if requested to do so by counsel for the United States;
- d. he will not falsely implicate any person or entity and will not protect any person or entity through false or misleading information or omission and that all information he provides will be truthful, complete, and accurate;
- e. to testify as a witness before any grand jury, hearing, or trial when requested to do so by the United States;
- f. to hold himself reasonably available for any interviews the United States may require. Defendant waives any right to the presence of counsel at such meetings, debriefings, or pretrial preparation sessions. The parties agree that no prior consultation with defendant's attorney shall be necessary to conduct these meetings, debriefings or interviews, unless defendant's attorney specifically requests such notice;

- g. to provide the United States with all documents or other items under his control which may pertain to any criminal violation;
- h. to cooperate with any local, state, and federal law enforcement agency as requested by counsel for the United States;
- i. to continue his cooperation after the time he is sentenced if requested to do so by the United States. Failure to continue to cooperate after sentence is imposed constitutes a basis to void this agreement by the United States and will allow the Government to pursue any remedy for defendant's breach including, by way of illustration and not by way of limitation, re-instituting charges that are dismissed pursuant to this agreement;
- j. to fully and completely assist the United States in the forfeiture and recovery of forfeitable assets, either domestic or foreign, which have been acquired directly or indirectly through the unlawful activities of the defendant, his co-defendants, and his co-conspirators, to include, by way of illustration and not by way of limitation, the execution of a stipulation or any other necessary document in any related civil or criminal forfeiture action; and
- k. to fully and truthfully disclose the existence, nature, and location of all forfeitable assets in which he has acquired any interest. Defendant acknowledges and agrees that the United States may institute civil or administrative forfeiture proceedings against all such assets and defendant will not contest any such forfeiture proceedings.
- l. Defendant further agrees that by no later than the date of sentencing he will surrender the following described property, which property is substituted for proceeds the defendant acquired from his criminal activities and which shall be forfeited to the United States pursuant to 18 U.S.C. § 981(a)(1)(C), to-wit: the real property located at 6026 Euclid Avenue, Kansas City, Missouri, 64130; all funds in United Missouri Bank, Account Number 9835005501, a joint checking account in the name of Ambrose Wotorson; and, all funds in United Missouri Bank, Account Number 0876622, in the name of Ambrose Wotorson. The parties agree that the defendant's surrender of said property represents full satisfaction of any forfeiture obligation owed to the

United States by the defendant, and the surrender of said property shall preclude any further forfeiture actions by the United States against the defendant. The parties further agree that between the date of this agreement and sentencing, the stipulated injunction in United States v. Wotorson, Case No. 05-1240-CV-W-GAF, will continue to control and govern the defendant's ability to access the above-described checking accounts.

- m. Defendant further agrees that prior to entry of his guilty plea he will: (a) surrender his medical licenses directly to the appropriate state licensing authorities in the State of Missouri; (b) cease the practice of medicine; (c) provide the United States Attorney's Office for the Western District of Missouri with confirmation of the fact that he has surrendered said licenses; and (d) consent to the imposition of a condition of supervised release/probation that prohibits defendant from practicing medicine while on supervised release or probation. Defendant further agrees that he will not seek reinstatement of his medical licenses in the State of Missouri, nor apply for a medical license in any other state, for a period of three (3) years from the date the licenses are surrendered, or until the successful completion of any period of supervision imposed by the court, whichever is shorter. The parties agree that the voluntary surrender of defendant's state medical licenses in connection with the federal criminal prosecution against him does not preclude him from seeking reinstatement of said licenses, subject to the limitations set forth in this paragraph and whatever reinstatement requirements or restrictions are imposed by the appropriate state licensing authorities.

Defendant understands that the United States will tolerate no deception from him. If, in the estimation of the United States, defendant's information or testimony proves to be untruthful or incomplete in any way, regardless of whether the untruthfulness helps or hurts the United States' case, defendant will have breached this Plea Agreement. In the event defendant breaches the Plea Agreement, the United States will no longer be bound by, and may withdraw from, the Plea Agreement and take

defendant to trial on any charges of which the United States is aware. Defendant agrees that if the United States determines that he has not provided full and truthful cooperation, or has committed any local, state, or federal crime between the date of this Plea Agreement and his sentencing, or has otherwise violated any other provision of this Plea Agreement, or has violated the terms and conditions of his release while on bond as required by the Court, the United States will be relieved of its obligations under this Plea Agreement, the defendant's previously entered plea of guilty shall remain in effect and cannot be withdrawn, and the defendant shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, perjury, obstruction of justice, and any substantive offenses arising from this investigation. Such prosecution may be based upon any information provided by the defendant during the course of his cooperation, or upon leads derived therefrom, and this information may be used as evidence against him. Further, any prosecution which is not barred by the applicable statute of limitations on the date of the signing of this Plea Agreement may be commenced against the defendant in accordance with this Plea Agreement, notwithstanding the expiration of the statute of limitations between the time of signing this agreement and the commencement of the prosecution. It is the specific intent of this Plea Agreement to waive any and all defenses based upon the statute of limitations with respect to any prosecution which is not barred by the statute of limitations on the date this Plea Agreement is signed by the defendant.

10. Substantial Assistance. The United States agrees to advise the Court in writing before imposition of judgment and sentence of the nature and extent of defendant's cooperation. The United States represents to the defendant that it will consider filing a motion for a downward departure pursuant to §5K1.1 of the Sentencing Guidelines if, in its sole judgment, the defendant has provided substantial assistance in the investigation and prosecution of other persons who have committed criminal offenses. Defendant expressly acknowledges, however, that there has been no assurance that such a motion will be filed. The United States reserves the right to make the sole determination as to whether and when the defendant has provided substantial assistance. In the event the United States files a substantial assistance motion, the United States agrees that it will not oppose the defendant's request for a sentence of probation. Defendant further understands and agrees that the decision of whether to depart from the sentencing guideline range pursuant to § 5K1.1, and to what extent, is a matter committed solely to the discretion of the Court. If the Court determines not to depart downward, the defendant shall not be permitted to withdraw his guilty plea solely for that reason. Defendant understands and agrees that if defendant commits a local, state or federal crime (whether a felony or misdemeanor) or violates any conditions of defendant's bond while he is cooperating with the United States, a motion for downward departure will not be filed by the Government on defendant's behalf.

11. Cooperation Stipulations. In exchange for the defendant's agreement to cooperate with the United States, the United States agrees not to use new information

that the defendant might provide about defendant's own criminal conduct except as specifically authorized by § 1B1.8 of the United States Sentencing Guidelines. As such, this information may be revealed to the Court but may not be used against the defendant in determining the defendant's applicable Guidelines range or departing above the Guidelines range. Defendant understands and agrees, however, that under U.S.S.G. § 1B1.8, there shall be no such restrictions on the use of such information: (1) if it was previously known to the United States; (2) if it was revealed to the United States by, or discoverable through, an independent source; (3) in a prosecution of defendant for perjury or giving a false statement; (4) in the event there is a breach of this agreement; or (5) in determining whether and to what extent a downward departure is warranted as a result of a Government motion pursuant to U.S.S.G. § 5K1.1.

12. Withdrawal of Plea. The defendant understands that if the Court accepts his plea of guilty and this Plea Agreement but imposes a sentence that is outside the defendant's advisory Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like, or agree with, defendant will remain bound by his guilty plea and will not be permitted to withdraw his guilty plea.

13. Agreed Guidelines Applications. With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

- a. the Sentencing Guidelines do not bind the Court and are merely advisory in nature. The Court may impose a sentence that is either above or below the defendant's advisory guideline sentencing range, provided the sentence imposed is "not unreasonable";

- b. the applicable Guidelines Manual is the one that took effect on November 1, 2005;
- c. the applicable Guideline section for the offense of conviction in Count One is § 2B1.1, which generates a base offense level of 7, pursuant § 2B1.1(a)(1);
- d. the offense level increases to 23, pursuant to § 2B1.1(b)(1)(I), because the offense involved a loss of more than \$1 million;
- e. the offense level increases to 25, pursuant to § 2B1.1(b)(9)(C), because “sophisticated means” were involved in the commission of the offense;
- f. the offense level increases to 27, pursuant to § 3B1.3, because the defendant held a position of trust, the abuse of which significantly facilitated commission of the offense;
- g. the defendant timely notified the United States of his intention to enter a plea of guilty thereby permitting the Government and the Court to allocate resources efficiently. There is no agreement between the parties regarding the applicability of a downward adjustment for acceptance of responsibility pursuant to § 3E1.1, however, if the United States Probation Office recommends granting such a downward adjustment, the United States agrees not to oppose the recommendation;
- h. there is no agreement between the parties regarding the defendant’s Criminal History Category. The parties agree that the Court will determine the defendant’s Criminal History Category after receipt of the presentence report prepared by the United States Probation Office;
- i. the defendant understands that the estimated guidelines computations set forth in the subsections of this paragraph do not bind the Court or the United States Probation Office with respect to determination of the advisory guideline range. Additionally, the failure of the Court to accept the estimated guideline calculations will not, as outlined in paragraph 12 of this Plea Agreement, provide the defendant with a basis to withdraw his guilty plea;

- j. the defendant consents to judicial fact-finding by a preponderance of the evidence as to any disputed facts affecting determination of the defendant's sentence under the United States Sentencing Guidelines. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence under the Guidelines, may consider any reliable information, including hearsay; and
- k. the defendant understands and agrees that the factual admissions contained in paragraphs 3 and 4 of this Plea Agreement, and any admissions that he makes during his plea colloquy, support the imposition of the agreed Guidelines calculations contained in this agreement.

14. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 13, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

15. Change in Guidelines Prior to Sentencing. Defendant agrees that if any applicable provision of the Guidelines changes after the execution of this Plea Agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this Plea Agreement voidable by the United States at its option. If the Government exercises its option to void the Plea Agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have

been brought but for this Plea Agreement. In addition, the defendant's previously entered guilty plea shall remain in effect and cannot be withdrawn.

16. Disclosure and Restraint of Assets Pending Sentencing. Within ten (10) days from the execution of this Plea Agreement, and pending entry of judgment against him in this prosecution (including any restitution, forfeiture, or fine obligations), defendant agrees to provide sworn financial disclosure statements ("Financial Statements") to the United States and understands the United States will rely on the accuracy and completeness of those Financial Statements. Defendant warrants that the Financial Statements will be thorough, accurate, and complete. Defendant further warrants that all assets which he owns or has any interest in will be disclosed in the Financial Statements, and that defendant will make no misrepresentations on, or in connection with, the Financial Statements. In the event the United States learns of asset(s) in which defendant had an interest at the time of this Plea Agreement which were not disclosed in the Financial Statements, or in the event the United States learns of a misrepresentation by defendant on, or in connection with, the Financial Statements, and in the event such nondisclosure or misrepresentation changes the estimated net worth of defendant set forth on the Financial Statements by ten thousand dollars (\$10,000.00) or more, the United States may at its option: (1) choose to be relieved of its obligations under this Plea Agreement; or (2) let the Plea Agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of the assets of defendant

previously undisclosed. Defendant further agrees not to contest any collection action undertaken by the United States pursuant to this provision. In the event the United States opts to be relieved of its obligations under this Plea Agreement, the defendant's previously entered pleas of guilty shall remain in effect and cannot be withdrawn.

17. Government's Reservation of Rights. Defendant understands that the United States expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this Plea Agreement;
- b. comment on the evidence supporting the charges in the indictment;
- c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States;
- d. oppose any post-conviction motions for reduction of sentence, or other relief.

18. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;

- c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;
- d. the right to confront and cross-examine the witnesses who testify against him;
- e. the right to compel or subpoena witnesses to appear on his behalf; and
- f. the right to remain silent at trial, in which case his silence may not be used against him.

Defendant understands that by pleading guilty, he waives or gives up those rights and that there will be no trial. Defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. Defendant also understands he has pleaded guilty to a felony offense and, as a result, will lose his right to possess a firearm and ammunition and might be deprived of other rights, such as the rights to vote, register to vote, hold public office, or serve on a jury.

19. Waiver of Appellate and Post-Conviction Rights. Defendant acknowledges, understands and agrees to the following:

- a. by pleading guilty pursuant to this Plea Agreement defendant waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this Plea Agreement.
- b. the defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except a sentence imposed in excess of the statutory maximum. However, if the

United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government's appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

20. Waiver of FOIA Request. Defendant waives all of his rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

21. Waiver of Claim for Attorney's Fees. Defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

22. Defendant's Breach of Plea Agreement. If the defendant commits any crimes, violates any conditions of release, or violates any term of this Plea Agreement between the signing of this Plea Agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this Plea Agreement, the United States is released from its obligations under this agreement. Defendant understands and agrees that if he breaches this Plea Agreement he will remain bound by his guilty plea, will not be permitted to withdraw

his guilty plea, and will be sentenced based on his guilty plea without the benefit of the promises made by the Government in this agreement.

Defendant also understands and agrees that in the event he violates this Plea Agreement, all statements made by him to law enforcement agents subsequent to the execution of this Plea Agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(e)(6) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this Plea Agreement.

23. Defendant's Representations. Defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. Defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this Plea Agreement. Defendant further acknowledges that no threats or promises, other than the promises contained in this Plea Agreement, have been made by the United States, the Court, his attorneys or anyone else to induce him to enter his plea of guilty.

24. Standard of Interpretation. The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this Plea

Agreement will be interpreted according to general contract principles. The parties further agree that in interpreting this agreement the words employed in this agreement are to be given their normal and ordinary meanings, and any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

25. No Undisclosed Terms. The United States and defendant acknowledge and agree that the above-stated terms and conditions constitute the entire agreement between the parties and deny the existence of any other terms and conditions not expressly stated herein.

DATED this 24th day of February 2006.

Todd P. Graves
United States Attorney

By s/ Phillip Eugene Porter
Phillip Eugene Porter
Senior Litigation Counsel

I have consulted with my attorney and fully understand all of my rights with respect to the offenses charged in the indictment. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand this Plea Agreement and I voluntarily agree to it.

s/ Ambrose Wotorson

Ambrose Wotorson
Defendant

I am defendant Ambrose Wotorson's attorney. I have fully explained to him his rights with respect to the offenses charged in the indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this Plea Agreement with him. To my knowledge, Ambrose Wotorson's decision to enter into this Plea Agreement is an informed and voluntary one.

s/ James F. Speck

James F. Speck
Attorney for Defendant